

REMARKS

Reconsideration and allowance are respectfully requested in view of the foregoing amendments and the following remarks. By this Amendment, claims 7, 8 and 13 are amended to merely clarify the recited subject matter. Claims 1-21 are pending.

The Office Action rejected claim 1 under 35 U.S.C. 112, first paragraph for undue breadth as a single means claim. Applicants traverse this rejection because claim 1 is neither a means-plus-function claim nor a step-plus-function claim. As explained in MPEP 2181 claim limitations should be found to invoke 112, 6th paragraph based upon a) use of the phrase “means for” or “step for”; b) modification of the “means for” or “step for” phrase by functional language; and c) the phrase “means for” or “step for” must not be modified by sufficient structure, material or acts for achieving the specified function.

In claim 1, the phrase “step of”, and not “step for”, has been used. Thus there is no implication of invocation of 112, 6th paragraph.

Furthermore, there is no undue breadth in claim 1 for containing a single step because the claim is clearly expressed in the context of a method for maintaining end-to-end synchronization on a telecommunications connection which includes several other steps. The changing step that is recited is not presented in a vacuum but rather in the context of other steps of data transmission and frame transfer as recited in the preamble to the claim. Therefore, the claim is not unlimited in its scope but rather presented in a form readily understood to those in the telecommunications art. Thus, withdrawal of the 35 U.S.C. 112 1st paragraph rejection is requested.

The Office Action rejected claims 1, 2, 4-8, 10-14 and 16-21 under 35 U.S.C. 102(b) as being anticipated by “Encrypted Video over TETRA” (hereafter EVT) and rejected claims 3, 9 and 15 under 35 U.S.C. 103(a) as being unpatentable over EVT in view of Jakobsen et al. US 6,374,108.

Applicants traverse these rejections because EVT, analyzed individually or in combination with Jakobsen et al., fails to disclose, teach or suggest all of the features recited in the claimed invention.

For example, the cited prior art fails to disclose, teach or suggest “at least part of the telecommunications connection being a packet-switched connection,” as recited in independent claims 1, 7 and 13 and their dependent claims.

EVT merely discloses a circuit-switched TETRA mobile communication channel between a transmitter and a receiver; however, EVT is completely silent about packet switching and instead employs circuit switching. The term “packet switching” has a specific meaning in the field of telecommunications and it generally refers to switching in which data is transmitted by means of addressed packets such that a transmission channel is occupied only for the duration of transmission of the packet.

Additionally, the cited prior art fails to disclose, teach or suggest increasing data reproduction delay by adding one or more extra frames to the frame sequence to be transferred and reducing the data reproduction delay by removing one or more frames from the frame sequence to be transferred. In fact, EVT does not suggest adjusting reproduction delay in any way. On page 2, paragraph 2 of EVT synchronization frames are taught to be added to a transmitted video stream between successive video frames. However, as further explained in EVT, “to permit insertion the application has to reduce the data rate to maintain the same overall transmission rate.” Thus, EVT specifically teaches reducing the data rate to compensate for the reduced transmission capacity due to the added synchronization frames. As a result, there is no change whatsoever in the reproduction delay. Although page 3 of EVT refers to “dropped packets”, page 3, line 4 of EVT further explains that corrupted packets are dropped due to errors. Thus, EVT does not in any way suggest removing frames to reduce the reproduction delay but merely explains that corrupted packets are sometimes randomly dropped due to errors in the communication channel between the transmitter and receiver.

Finally, EVT fails to disclose, teach or suggest changing the reproduction delay during the data transmission at such a moment that the frame to be transferred next after the change comprises a synchronization vector. EVT merely teaches that, if packets are dropped due to errors, the receiver cannot determine the size of a dropped packet if the packets are of variable lengths. EVT further explains that knowing the size of the dropped packet is necessary to correctly update the Initialization Vector (IV) of the decryption unit. However, EVT fails to teach or suggest changing the reproduction delay or the specific moment to do so.

Thus EVT fails to disclose, teach or suggest all of the features recited in the rejected claims and claims 1, 2, 4-8, 10-14 and 16-21 are patentable over EVT.

Jakobson et al. pertains to assigning an IP address to a mobile station while roaming, but fails to provide any suggestion or motivation to utilize packet switching in place of the

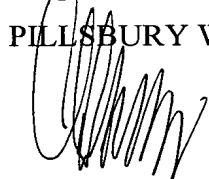
circuit switching of EVT. Thus, claims 1-21 are further patentable over EVT and Jakobson et al., alone or in combination, and are allowable.

All rejections having been addressed, the Applicants request issuance of a Notice of Allowance indicating the allowability of the pending claims. If anything further is necessary to place the application in condition for allowance the Applicants request that the Examiner contact the Applicants' undersigned representative at the telephone number listed below.

Please charge any fees associated with the submission of this paper to Deposit Account Number 033975. The Commissioner for Patents is also authorized to credit any over payments to the above-referenced Deposit Account.

Respectfully submitted,

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